

EXHIBIT A



THE INCENTIVE GROUP

Loyalty Programs delivering
Business2Business

399 Knollwood Road | White Plains, NY 10603 | 914-948-0904



March 1, 2018

USA Vape Lab B2B Loyalty Program Agreement

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This Loyalty Program Agreement (the "Agreement") is entered into as of 3/1/18 ("Effective Date") between The Incentive Group, Inc. with an address at 399 Knollwood Road, White Plains, NY 10603 ("TIG") and USA Vape Lab with an address at 15572 Commerce Lane Huntington Beach, CA 92649. TIG and USA Vape Lab intending to be legally bound agree as follows:

I. Overview

The Incentive Group will provide USA Vape Lab consultative design, ongoing management and fulfillment of USA Vape Lab B2B Loyalty Program. Through the use of our best practice program design techniques, best-in-class *inGauge* Loyalty platform and dedicated Reward Headquarters, USA Vape Lab retail sales reps will be deeply engaged throughout the term of the Program.

II. USA Vape Lab Program Profile

1. Make innovative *inGauge* Loyalty platform available as a tool to all eligible USA Vape Lab retail sales reps with a personalized account featuring goal setting and progress monitoring features.
2. Pay for performance model with point payouts after desired results are achieved around the following objectives:
 - Introduce new device with aggressive market penetration strategy
 - Differentiate USA Vape Lab products from other brands
 - Grow account share via cross sell and up sell of new products
 - Capture market research through Survey tool
 - Establish direct line of communication with retail sales reps
3. Turnkey program administration provided by TIG eliminates heavy lifting on USA Vape Lab's part. TIG will project manage the entire program design & development as well as all aspects required for ongoing management.
4. Participation will be open to 300-400 sales reps from about 100 retail locations. TIG and USA Vape Lab will coordinate with 5 distributors to collect contact information on retailers to invite participation.
5. Post point earnings followed by "You've Got Points" email to reinforce achievement with a "Digital Cheer!"
6. Online real time reports suite available for USA Vape Lab Admins so they can review program performance on demand
7. Bonus point offers to be scheduled to promote specific products or drive targeted behaviors.
8. Offer wide variety of rewards for point redemption including brand name merchandise and exciting travel. TIG to provide automated, single source for fulfillment interaction with all participants.
9. Survey participants for Bright Ideas and to obtain Voice of Customer (VOC). Points awarded for taking Survey with report available to USA Vape Lab showing responses and analytics in real time.
10. Quiz that can be taken after reading narrative or watching video we post on the site. Quiz dynamically graded with instant award of bonus points for correct answers. Report available to USA Vape Lab showing responses and analytics in real time, acting as a learning management tool, revealing any gaps requiring retraining.

III. Timeline

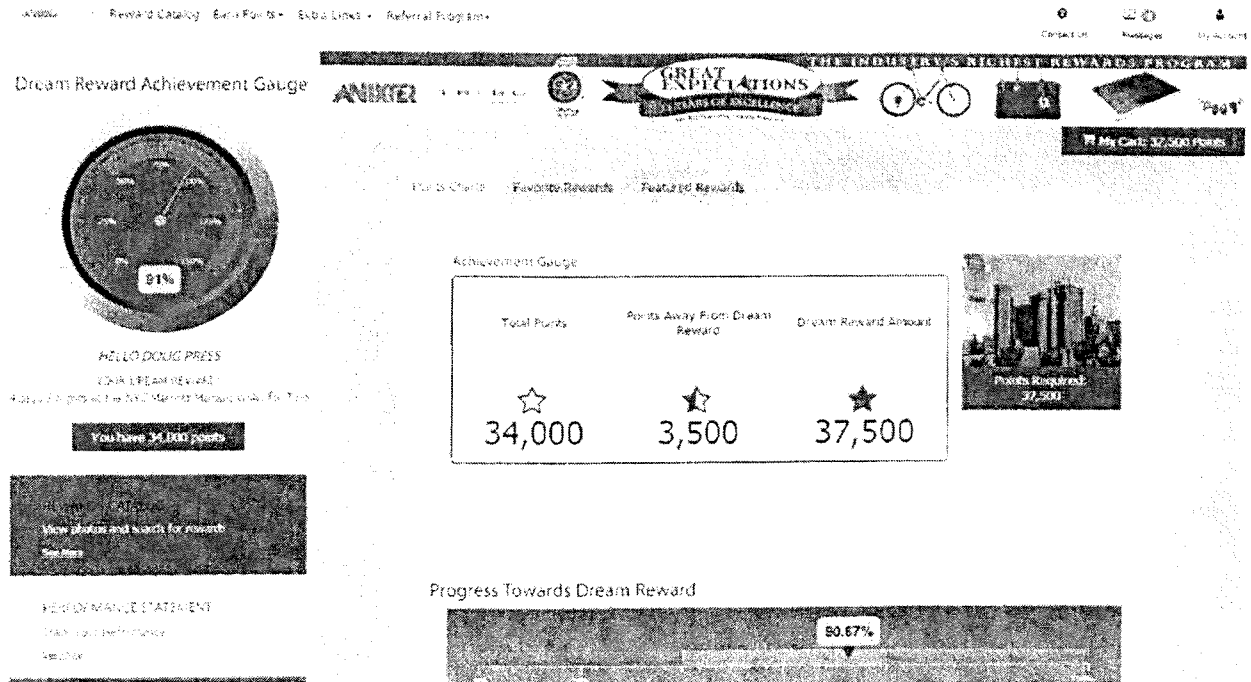
1. Program Design & Development typically takes 4-6 weeks
2. Launch of incentive program can occur in advance or during new product shipments

3. Estimated platform launch of April 1, 2018 for engagement with Distributors and Retailers

IV. TIG Program Services

The work areas and corresponding program costs are segmented into 3 distinct categories:

1. Program Design & Development
2. Ongoing Management & Administration
3. Reward Points



1. Program Design and Development

This consists of the design and development of the *inGauge* Loyalty platform and the services that are required to execute that. TIG will develop overall program concept and strategic design of tactics to achieve desired outcomes.

A. Turnkey Project Management to Include:

1. Design theme to provide recognizable program brand tied to USA Vape Lab identity
2. Create graphically designed banner that includes USA Vape Lab logo and images that you provide to relate closely to USA Vape Lab website
3. Professionally write Official Program Rules with terms and conditions and provide to USA Vape Lab for approval
4. Custom Rewards Catalog will be assembled based on redemption history and earning potential of USA Vape Lab participants. The Reward Catalog will be comprised of a wide array of merchandise and travel rewards
5. Contact Us area will be customized to provide USA Vape Lab Reward Headquarters information to include 800#, staffed by TIG

B. The Incentive Group Account Team for USA Vape Lab

1. Doug Press, CEO
2. Courtney Mancini, VP Client Services
3. Stephanie McAuliffe, Account Manager
4. Nicolette Lolis, Marketing Program Admin.
5. Jon Karlen, IT
6. Lisa Richards, Graphic Design

C. Software Right to Use: *inGauge* Loyalty Platform

Our clients receive exclusive rights to use TIG's proprietary *inGauge* Loyalty platform and access to relevant features, functionality and reporting. This right to use remains in effect for the length of the term of this Customer Loyalty Program. TIG has incorporated years of best practices into the development of *inGauge*. Clients have named our platform Best-In-Class.



D. *inGauge* Loyalty Dashboard Platform Creation

The proprietary *inGauge* web platform will contain USA Vape Lab program logo, program theme, custom reward mix, all program descriptions, rules and graphic elements. Designed to meet the goals of USA Vape Lab, the following are important elements are housed on the dashboard: Earnings Offer, Rewards Catalog, Performance Statement, Shopping Cart, Contact Us and Official Program Rules.

E. Participant Announcement & Enrollment

Independent Retailer sales reps will receive Announcement email inviting them to go to our program site with vanity URL provided hosted by The Incentive Group e.g. www.USAVapeLabRewards.com. It will feature an Enrollment Bonus in points that will be awarded just for going to USA Vape Lab Rewards site. This will create excitement as they immediately see points deposited in their account and the needle move on their Dream Reward Achievement Gauge!

F. Pricing- Program Design and Development

Program Design and Development fees shall be \$20,000

2. Management & Administration

a. Consultative Services & Reporting

Each month, TIG will facilitate a program review with USA Vape Lab via WebEx of all key performance indicators. TIG will provide analysis of program performance through complete review of participant engagement level, points earned and redeemed and present recommended actions to improve performance, engagement and develop bonus opportunities.

Management personnel authorized by USA Vape Lab will have online access to Program data including the Participant Report allowing for real time information.

b. Database Hosting, Back Up and Site Maintenance

TIG will host the Program through a URL provided by TIG. Participants will be able to access the site 24/7 via this link. It can also be provided to USA Vape Lab as a link accessible from any other internal USA Vape Lab platform or website. TIG will back up this data on a separate server and provide site maintenance whenever required.

c. Claiming & Automated Validation

Participants will earn points upon claiming the sale of a device. They will simply input the serial number which will be validated against a bin of serial numbers for dupe elimination. Once claimed, a serial number will no longer be available for point earnings. A You've Got Points email will then go out to all point earning participants.

d. Earning Points and Ongoing Engagement

1. Regular Earnings Offers

- Unique earnings offers would be designed for each participant group to generate desired business results.

2. Bonus Opportunities

- In addition to the base Earnings Offers that will remain constant, TIG will assist USA Vape Lab in creating successful Bonus Offers. For example, double points on a particular product during a single month. These short term offers are designed to run in spurts throughout the program, allowing USA Vape Lab to direct the participant efforts towards specific behavior and opportunities.

3. Quizzes & Surveys

- Participants can earn bonus points by simply answering a few strategic questions. TIG will author Quizzes based on materials provided by USA Vape Lab. The quiz feature can be used prior to or following educational information to qualify participant knowledge of USA Vape Lab products and services. Points can be provided based on the accuracy of the participant's answers or their overall score. USA Vape Lab will also have the ability through the loyalty dashboard to conduct periodic surveys with bonus points issued upon completion. These surveys will provide USA Vape Lab valuable Customer insights.

4. Top-Performer Ranking & Bonus-to create Buzz and competition

- Optional overlay programs can be designed to further increase motivation among the participants by offering top performers access to exclusive rewards. USA Vape Lab participants will see their standing on the Dashboards Ranking tool in comparison to their peers (anonymously). One example could include the top 5 performers earning a Grand Prize Trip (e.g. week in Bermuda) or exciting Reward (e.g. Tumi Leather Luggage set).

e. Communication

Email addresses can be exported by USA Vape Lab to TIG to update contact information. Additionally, the email addresses captured will be used to conduct ongoing reward program communications. Email campaigns will be conducted to USA Vape Lab Participant Groups. These email blasts will:

- Announce that points earned have just been posted to their account through the "You've Got Points" email
- Offer Bonus Reward Points to drive specific behaviors during key selling periods
- Remind Participants that their Reward Points are in their Program Account and encourage them to redeem for rewards.

f. USA Vape Lab Reward Headquarters

1. Web based Customer Service

- Participants will be able to e-mail inquiries 24/7 at "Contact Us" with questions on any program issue. These can be sent directly from the program site after enrolling and while navigating any part of the site. E-mail inquiries will be answered the same day

they are sent unless received after business hours in which case they are responded to the next business morning.

2. 800# Customer Service

- Live customer service operators will be trained on the program and be available during business hours Monday through Friday 9am-5pm EST. TIG customer service staff is trained to delight the program participant and ensure a very positive experience through professional assistance and direction with any request.

g. Pricing- Management & Administration

Program Management & Administration is handled by TIG Program Team and includes manpower and resources for all services outlined above. Management & Administration for up to 400 participants will be \$4,000/mo.

3. Reward Points Issued

- A. Reward points issued for desired behaviors, activities and product sales will be outlined in the program Earnings Offers and supported by any Bonus Point Offers. This will be determined based upon the actual points assigned to each activity and performance achieved. Expected Payout spreadsheets will be developed for modeling and budgeting purposes during the Design phase.
- B. All Reward points issued to participants will be billed by TIG to USA Vape Lab monthly and are non-refundable.
- C. Rewards will be shipped directly to each Participant via ground service. Reward Point values will be listed in the Reward Catalog section of the Program site and the Reward mix offered will be customized to fit the earning potential and demographics of the participants. Individual fulfillment, ground shipping and sales tax charges are included in each item's Reward Point value.
- D. Pricing: Estimated Rewards Budget for participants for 2018 is \$6-10M

V. Additional Program Costs

1099 Services

USA Vape Lab has the responsibility to issue a 1099 to each external Participant that receives rewards with a taxable value that exceed \$600 in a calendar year. TIG shall provide USA Vape Lab with an excel report containing the names, addresses and tax payer identification numbers (as provided in enrollment file) of all Participants who should receive 1099 forms within 30 days after the end of each calendar year. As an optional service TIG can send all 1099 forms to Participants and file IRS Tax Form 1096 on USA VAPE LAB's behalf. The fee is \$2,500 and \$7 per 1099 prepared and sent for the 1096/1099 IRS Tax form filing process.

Other Services

Additional Program costs that are to be billed to USA Vape Lab must be approved in advance by USA Vape Lab. One example (at your election) could be a hard copy post card that would be created and mailed by TIG to participants to drive awareness of a Bonus Point earning opportunity for a targeted product within the program. Other examples include:

- Custom reports beyond standard reports suite
- Postage as incurred
- Creative services for program elements not described in this outline
- Web customization beyond the items described in this outline
- Travel costs for TIG staff to meetings requested by USA Vape Lab

VI. Pricing Summary

- Program Design & Development \$20,000 one time

- Monthly Mgmt & Admin \$4,000/mo.
- Estimated Rewards Budget \$6-10M year 1; years 2 & 3 increased to include E-Liquid

VII. Payment

- A. Program Design & Development fee of \$20,000 billed upon commencement of engagement on March 1, 2018. Management & Administration for up to 400 participants will be \$4,000/mo. starting 4/1/18. Reward points will be billed monthly as issued to participant accounts. Payment terms for all invoices are due upon receipt of invoice.
- B. Reward Payout Budget Reconciliation: If at the conclusion of each 12 month period starting with April 1, 2018, less than \$3,000,000 has been awarded in Reward Points, then 25% of the difference will be due to TIG and billed to USA Vape Lab. If cancelled in the first 12 month period starting with April 1, 2018 (Yr 1) the 25% Reward Payout Reconciliation will only apply to the \$3M Yr 1 threshold, not to Yr 2 or Yr 3. If cancelled in the second 12 month period starting with April 1, 2019 (Yr 2) the 25% Reward Payout Reconciliation will only apply to the \$3M Yr 2 threshold, not Yr 3. If cancelled in the third 12 month period starting with April 1, 2020 (Yr 3) the 25% Reward Payout Reconciliation will only apply to the \$3M Yr 3 threshold. Program Design & Development fees, Monthly Management & Administration fees, all Points Issued and Reward Payout Budget Reconciliation are non-refundable. If the agreement is cancelled prior to 4/1/18 launch, 15% of \$3,000,000 that would have been awarded in Reward Points will be due to TIG and billed to USA Vape Lab.

VIII. Program Terms

(a) Participants. USA Vape Lab and TIG shall determine whether an individual shall be eligible to participate in the Program (a "Participant").

(b) Reward Points Issued. All Reward Points shall be issued by TIG and shall represent obligations of USA Vape Lab to TIG, subject to the terms and conditions of the Program, including USA Vape Lab's obligation to pay TIG for all Reward Points issued. USA Vape Lab will be charged \$0.10 as the point conversion factor for each Reward Point issued under the program. Reward Points cannot be redeemed for cash or other consideration. Reward Point costs will be charged to USA Vape Lab as issued to each participant's account and are non-refundable.

(c) USA Vape Lab Financial Obligations. The financial obligations of USA Vape Lab to TIG under this Agreement are: (i) payment to TIG of all Program Design and Development, Ongoing Management and Administration, Reward Points Issued, Reward Payout Budget Reconciliation and (ii) payment of any other costs agreed in advance in writing by USA Vape Lab.

(d) Rewards. A Participant may only redeem Reward Points with TIG during the Redemption Period for merchandise and travel awards available for the Program on TIG's website provided that the Participant meets the terms and conditions of the Program.

(e) Program Rules.

1. TIG may refuse to allow a Participant to redeem Reward Points if TIG or USA Vape Lab determines that the Participant's Program account shows signs of fraud, abuse or other suspicious activity or if Reward Points were issued to the Participant in error.
2. The "Redemption Period" for any Reward Points shall be any time during the Program Term. Under no circumstances shall the Redemption Period be extended for any Participant, or any other condition for redemption of Reward Points be waived by TIG.

3. TIG may replace a reward for which Reward Points may be redeemed, as well as the minimum number of Reward Points that must be redeemed for any particular reward, at any time; provided, however, that increases in minimum number of Reward Points for particular rewards should be of a value attainable by USA Vape Lab participants.
4. The Reward Points shall not be redeemable for cash and shall have no cash value. The Reward Points shall also not be redeemable for any type of cash equivalent including but not limited to publicly-traded stock or securities.
5. Reward Points cannot be transferred or assigned to any other person or account for their redemption from the program Reward Catalog. Any attempted transfer of Reward Points shall be deemed an invalid transfer and considered null and void.
6. Neither TIG nor USA Vape Lab shall have any obligation or liability to any Participant with respect to unredeemed Reward Points or rewards that are discontinued or are otherwise unavailable for any reason
7. USA Vape Lab shall have the right to terminate any Participant in the program.

(f) TIG Entitled to Rely on Information Provided by USA Vape Lab or Participants. Anything in this Agreement to the contrary notwithstanding, TIG shall be entitled to rely on information provided by USA Vape Lab, Distributors or any Participant. TIG shall not be deemed to be in breach of any provision of this Agreement or liable for damages or subject to any other relief based on any action taken in reliance on information provided by USA Vape Lab or any Participant.

IX. Term

The Term of this Agreement (the "Agreement Term") is for 3 years effective the date of the Agreement.

X. Cancellation

Termination without Cause or upon Expiration of Term. USA Vape Lab has the right to terminate the Program and this Agreement at any time with agreed to point earning values being in effect without cause or in advance of the Agreement Term Expiration by providing written termination notice to TIG (the "TIG Termination Notice"). Within ten (10) business days after receipt of the TIG Termination Notice, TIG shall give notice to each Participant (the "Participants Termination Notice") stating that USA Vape Lab has exercised its right to conclude the Program and that the Participant will cease to earn Reward Points six (6) months after the date TIG transmits the Termination Notice (the "Participants Termination Notice Transmission Date"). Participants shall have nine (9) months after the Participants Termination Notice Transmission Date to redeem all Reward Points (the "Early Redemption Period"). This Agreement shall terminate nine (9) months after the Participants Termination Notice Transmission Date. Program Design & Development fees, Management & Administration fees, Reward Points Issued and Reward Payout Budget Reconciliation are non-refundable upon program termination for any reason including Expiration of Term. If the agreement is cancelled prior to 4/1/18 launch, USA Vape Lab is responsible for the Early Termination Fees, equivalent to nine (9) months of Management & Administration Fees and Reward Payout Budget Reconciliation as liquidated damages.

XI. Website Limitation of Liability

A. The customized Program web site utilizing TIG's InGauge platform shall include the following disclaimer of liability:

THIS SITE IS MADE AVAILABLE TO ANY USERS ON AN AS NEEDED BASIS.

THE INCENTIVE GROUP, INC. AND USA VAPE LAB DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER IS EFFECTIVE TO THE FULL EXTENT PERMITTED BY LAW, WHERE APPLICABLE. USA VAPE LAB AND THE INCENTIVE GROUP, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES INCURRED BY ANY USERS OF THIS SITE UNDER ANY LEGAL THEORY.

B. The customized Program web site utilizing TIG's inGauge platform shall also include the following governing law and forum selection statement:

This site is created and controlled by The Incentive Group, Inc. in the State of New York, USA, whose laws govern the terms and conditions of this site, without giving effect to any principles of conflicts of laws. The user agrees that any dispute arising out of this site will be adjudicated in the State of New York, under New York law.

C. To the extent it materially enlarges TIG's liability or responsibilities from that existing under this Agreement, USA Vape Lab shall indemnify and hold TIG harmless from any third party claim with respect to any USA Vape Lab web home page or other link maintained by USA Vape Lab to which USA Vape Lab requests a link from the Program web site developed and maintained by TIG under this Agreement.

XII. Representations, Warranties, Insurance and Indemnification

A. TIG agrees to comply, with all applicable federal, state and local laws and regulations in the performance of this Agreement and the operation and management of the program to be offered hereunder, both prior to its execution and during the term of the Agreement. TIG represents and warrants that the services performed hereunder shall be performed in a timely, good and professional manner consistent with industry practice.

B. TIG shall indemnify, defend and hold USA Vape Lab harmless from claims, actions, damages, direct liabilities, costs and expenses incurred by USA Vape Lab as a result of any claim by Participants (collectively "Claims"), against USA Vape Lab arising out of or relating to (i) any act or omission of TIG in its performance or non-performance of any of TIG's obligations under this Agreement, or in connection with the Program to be offered hereunder, (ii) the use of the database or website by the persons and for the purposes intended and in the manner permitted hereunder, (iii) any breach by TIG of any obligations under this Agreement; (iv) any claims related to the administration of the Program or any prizes awarded thereunder; or (v) any actual or alleged infringement or violation of the intellectual property rights of any third party arising out of the Loyalty Dashboard or website provided by TIG, or any other TIG product, program or service provided or made available to USA Vape Lab or its participants pursuant to this Agreement. Anything herein to the contrary notwithstanding, TIG shall not be required to indemnify, defend or hold USA Vape Lab harmless from and against any Claim to the extent such Claim arises from or relates to the willful misconduct or negligence of USA Vape Lab or any Participant.

C. USA Vape Lab shall indemnify, defend and hold TIG harmless from, and against any and all claims, actions, damages, including, but not limited to direct, indirect, incidental, statutory, punitive, treble, and consequential damages, liabilities, costs and expenses, including reasonable attorneys' fees, incurred by TIG as a result of any claim by any third party, including but not limited to Participants (collectively "TIG Claims"), against TIG arising out of or relating to (i) any breach by USA Vape Lab of any obligations under this Agreement, (ii) any negligent act or omission of USA Vape Lab in its performance or non-

performance of any of USA Vape Lab's obligations under this Agreement, or (iii) any taxes or penalties assessed by any governmental authority against TIG as directly related to USA Vape Lab's failure to pay or perform functions required by it under this Agreement. USA Vape Lab agrees to indemnify and hold harmless TIG from any claims, losses or lawsuits resulting from any violations of any applicable federal, state and local laws and regulations resulting from the Program. Anything herein to the contrary notwithstanding, USA Vape Lab shall not be required to indemnify, defend or hold TIG harmless from and against any TIG Claim to the extent such TIG Claim arises from or relates to the willful misconduct or negligence of TIG or any participant.

D. Each of the parties hereto agrees that the representations, warranties and covenants contained herein shall survive the execution and delivery and termination, of this Agreement.

XIII. USA Vape Lab Confidential Information

(a) During this Agreement, TIG may receive information or documents that are non-public, confidential or proprietary in nature from USA Vape Lab and will receive the Participant Information (collectively the "USA Vape Lab Confidential Information"). USA Vape Lab makes no representation as to the accuracy or completeness of any Participant Information. TIG agrees it shall during the term of the Agreement and for 5 years following its termination:

1. Not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any USA Vape Lab Confidential Information, except to the extent necessary to perform its duties in connection with the Program and consistent with the terms of this Agreement;
2. Keep the USA Vape Lab Confidential Information confidential;
3. Not disclose, sell, market or distribute any USA Vape Lab Confidential Information in any manner whatsoever without first obtaining USA Vape Lab's prior written consent;
4. Use, and use reasonable best efforts to have its agents, representatives or employees use, the USA Vape Lab Confidential Information only in connection with the Program;
5. Transmit the USA Vape Lab Confidential Information only to its agents, representatives or employees who need to know the information and only for purposes of fulfilling TIG's obligations hereunder. TIG shall be responsible for any breaches of confidentiality by its agents, representatives and employees.
6. Keep a record of the location of the USA Vape Lab Confidential Information;
7. Notify USA Vape Lab immediately if TIG or anyone to whom TIG transmitted the USA Vape Lab Confidential Information becomes legally compelled to disclose USA Vape Lab Confidential Information so USA Vape Lab may, diligently and at its sole cost and expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section;
8. If legally compelled to disclose the USA Vape Lab Confidential Information, furnish only, and use reasonable best efforts to have those to whom TIG transmitted the USA Vape Lab Confidential Information furnish only, that portion of the USA Vape Lab Confidential Information which TIG or such other person is legally required if USA Vape Lab does not obtain a protective order or other appropriate remedy;
9. Promptly comply with any request by USA Vape Lab to (i) return the USA Vape Lab Confidential Information to USA Vape Lab, except for that portion of the USA Vape Lab Confidential Information which consists of analyses, compilations, studies or other documents TIG or its agents, representatives or employees prepared based on USA Vape Lab Confidential Information, which shall be destroyed, or (ii) destroy the USA Vape Lab Confidential Information and all copies, including that portion of the USA Vape Lab Confidential information which consists of analyses, compilations, studies or other

documents TIG or its agents, representatives or employees prepared based on USA Vape Lab Confidential Information (and certify the foregoing). Notwithstanding the provisions of this Paragraph, TIG shall be permitted to retain any USA Vape Lab Confidential Information as reasonably required to comply with any applicable federal, state or local laws, rules or regulations.

(b) The term "USA Vape Lab Confidential Information" does not include information which (i) was known to either party prior to the other party's disclosure to that party, provided that party lawfully obtained or developed such information, (ii) is or becomes generally available to the public other than as a result of a disclosure to the other party by either party or its agents, representatives or employees in violation of this Confidentiality Agreement, (iii) is or becomes available to either party from a source other than the other party or its representatives or the Participants, if the source is not bound by a confidentiality agreement with such other party, and such source lawfully obtained such information, or (iv) is subsequently developed by either party or an affiliate of such party independently of the other party.

(c) TIG agrees that any breach of the covenants contained in this Section will cause USA Vape Lab immediate and irreparable harm and that remedies at law for any such breach are inadequate. Accordingly, USA Vape Lab shall be entitled to obtain injunctive relief for any breach of this Section by TIG. Nothing contained herein shall be construed as limiting USA Vape Lab's right to any other remedies at law, including the recovery of damages for breach of this Section.

XIV. Ownership of USA Vape Lab Confidential Information

USA Vape Lab will own and TIG will assign to USA Vape Lab, all of TIG's right, title and interest, if any, in all information received from the Participants including without limitation, email addresses, personal information, program account information and any information received or derived from the Participants in connection with the Program (the "Participant Confidential Information"). TIG will, at USA Vape Lab's sole cost and expense, promptly comply with any request by USA Vape Lab for copies (photocopy or electronic format as requested by USA Vape Lab) the Participant Confidential Information, and (iii) TIG will at USA Vape Lab's sole cost and expense execute or cause to be executed all documents and perform such acts as may be reasonably necessary, or useful to secure or enforce for USA Vape Lab statutory protection, including patent, trademark, trade secret or copyright protection throughout the world for all Participant Confidential Information

XV. Miscellaneous

(a) Modifications. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Agreement may be amended only in writing signed by each of the parties hereto.

(b) Relationship of Parties. The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.

(c) Retention of Rights. TIG shall not obtain, by this Agreement, any right, title or interest in the trademarks of USA Vape Lab. TIG does have the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of USA Vape Lab, as one of TIG's customers.

(d) Governing Law. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of laws.

(e) Forum Selection. The parties agree that any dispute arising out of or relating to this Agreement will be adjudicated in the State of New York.

(f) Entire Agreement. This Agreement shall constitute the complete and exclusive written expression of the intentions of the parties hereto regarding its subject matter and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between any party. During the Agreement Term, and for a five (5) year period thereafter, the parties shall keep the terms of this Agreement confidential, except as may be required to comply with any legal or accounting requirement or standard.

(g) All notices, demands, or consent required or permitted under this Agreement shall be in writing and shall be delivered personally or sent via overnight delivery service to the respective parties at the address set forth in the signature block to this Agreement or at such other address as shall be given by either party to the other in writing.


XVI. Authorized Signature

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Name: Huy Nguyen
Title: Owner/CEO
Company: **USA Vape Lab**
15572 Commerce Lane
Huntington Beach, CA 92649

Signature: _____

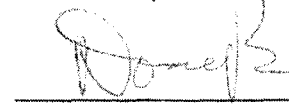
Date: _____


3/1/18

Name: Doug Press
Title: CEO
Company: **The Incentive Group, Inc.**
399 Knollwood Rd.
White Plains, NY 10603

Signature: _____

Date: _____


3/1/18